





## MEMORANDUM OF UNDERSTANDING

**AMONG** 

# THE OFFICE FOR REGISTERATION OF MEDICINAL PRODUCTS, MEDICAL DEVICES AND BIOCIDAL PRODUCTS IN POLAND

AND

# KOREA TRADE-INVESTMENT PROMOTION AGENCY AND

## KOREA HEALTH INDUSTRY DEVELOPMENT INSTITUTE

This Memorandum of Understanding (hereinafter referred to as "MOU" is entered into effect on May 22nd, 2013 by and among **The Office for Registration of Medicinal Products, Medical Devices and Biocidal Products in Poland** (hereinafter referred to as **URPL**) with its registered office at 41 Ząbkowska Str., 03-736 Warsaw, Poland, **Korea Trade-Investment Promotion Agency** (hereinafter referred as **KOTRA**) with its registered office at 13, Heolleungno, Seocho-gu, Seoul, Korea, and the **Korea Health Industry Development Institute** (hereinafter referred to as KHIDI) with its registered office at Osong Health Technology Administration Complex 187 Osongsaengmyeong 2-ro, Osong-Eup Cheongwon-Gun Chungchenongbuk-Do, Republic of Korea. **URPL, KOTRA,** and **KHIDI** will hereinafter be individually referred to as "Party" and collectively as "Parties"

#### **Article 1- Purpose**

The purpose of this MOU is to promote mutual understanding and to explore beneficial opportunities for future collaboration in the various fields of the health care sector.

### **Article 2 - Areas of Cooperation**

The Parties shall develop and strengther cooperative relations in the field of healthcare and to this aim they have reached to the following understanding:

## 1.1. The Fields of Cooperation

- 1. The Parties shall cooperate in the following areas:
  - sharing information on current issues in the scope of medicinal products and medical devices,
  - sharing information on regulatory activities of the respective authorities,
  - exchange of information on national administration structure and procedures relevant to the field of responsibilities of each Party,
  - Information concerning international congresses and symposia, held in the states of the parties.
- 2. This Memorandum of Understanding (hereinafter referred to as the "MOU") is not intended to create any legal obligations under domestic or international law.
- 3. Nothing in this MOU is intended to diminish or otherwise affect the authority of either Party in carrying out its regulatory responsibilities.

#### 1.2. The Fields of Business Activities

The Parties shall cooperate in the fields of business activities in the following areas:

- Co-hosting seminars and conferences on issues of mutual cooperation for the benefit of signing Parties subject to the availability of the funds and resources of each Party.
- Development and implementation of joint programs in priority and current interest health areas with the view to strengthen and expand bilateral partnership in the field of healthcare system.

## **Article 3 - Financial Arrangements**

- 1. Each Party shall bear its own costs in relation to the cooperative activities under this MOU.
- 2. The costs of any assistance provided by either Party at the request of the other shall be borne by the requesting Party, unless otherwise jointly decided by the Parties.

### Article 4 – Confidentiality

Each Party bears the obligation of maintaining confidentiality of the confidential information received from another Party. Unless authorized in writing by the other Party, neither Party shall disclose the confidential information to third parties and shall use them solely for this agreement purpose. The confidential information may include commercial confidentialities, management information, technology information, statistical data and other. Any confidential information to be exchanged between the Parties shall be clearly identified as confidential.

#### **Article 5 – Cooperation Channel**

The Parties shall each designate a team or person to be responsible for mutual contact, planning of activities and periodical talks in order to create co-operation channel on working-level with a view to conducting activities of any kind described in this MOU.

# Article 6 - Interpretation and Amendment

In case of disagreement in the interpretation and application of the provisions of this Memorandum of Understanding, the Parties shall undertake to resolve them by negotiations or consultations. Only by mutual consent of the Parties, this Memorandum of Understanding may be amended and supplemented, and it shall be provided for in separate protocols, which shall be integral parts of this Memorandum of Understanding,

## Article 7 - Terms of Agreement

This Memorandum shall enter into force on the date of signing and shall remain in force for the period of two years.

Unless one Party notifies the other in writing of its intention to terminate this Memorandum at least three months prior to the expiration of the term of validity of this Memorandum, it shall be deemed to be extended for another two year period and may thereafter be renewed accordingly. The termination of the MOU shall not affect the validity or duration of any ongoing projects, which are not yet completed by the expiration date, until they are completed.

# Signatures of the Parties

THE OFFICE FOR REGISTERATION OF MEDICINAL PRODUCTS, MEDICAL DEVICES and BIOCIDAL PRODUCTS KOREA TRADE-INVESTMENT PROMOTION AGENCY KOREA HEALTH
INDUSTRY
DEVELOPMENT
INSTITUTE

President of URPL

Grzegorz Cessak

President of KOTRA

Young Ho Oh

(President of Europe HQ, Jongtae Chung) President of KHIDI

Kyung-Hwa Ko